

NOV 21 2005

Atty Docket No. 022193-160300US

PTO FAX NO.: 1-571-273-8300

**OFFICIAL COMMUNICATION  
FOR THE ATTENTION OF  
THE COMMISSIONER FOR PATENTS**

**CERTIFICATION OF FACSIMILE TRANSMISSION**

I hereby certify that the following documents in re Application of Andy P. ANNADURAI et al., Application No. 10/087,228, filed February 27, 2002 for CIRCUIT AND METHOD FOR PROCESSING COMMUNICATION PACKETS AND VALID DATA BYTES are being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Documents Attached

1. Power of Attorney to Prosecute Applications Before the USPTO (1 page)
2. Statement Under 37 CFR 3.73(b) (1 page)
3. Copies of Assignments as Filed (8 pages)

Number of pages being transmitted, including this page: 11

Dated: November 21, 2005

  
Katherine Farkas

***PLEASE CONFIRM RECEIPT OF THIS PAPER BY  
RETURN FACSIMILE AT (415) 576-0300***

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, CA 94111-3834  
Telephone: 415-576-0200  
Fax: 415-576-0300  
0401

60639952 v1

NOV 21 2005

PTO/SB/80 (11-04)

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

**20350**

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

**20350**

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Fax

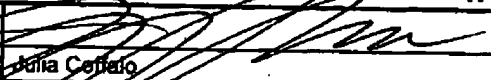
Assignee Name and Address:

Sartre Satire LLC  
2215-B Renaissance Drive, Suite 5  
Las Vegas, NV 89119 U.S.A.

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	09 NOV 2005
Name	Adila Cepelo	Telephone	
Title	Authorized Person		

60631646-91

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PTO/SB/96 (09-04)

Attorney Docket No. 022193-160300US

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CENTRAL FAX CENTER

## STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Sartre Satire LLCApplication No./Patent No.: 10/087,228Filed/Issue Date: February 27, 2002

NOV 21 2005

Entitled: CIRCUIT AND METHOD FOR PROCESSING COMMUNICATION PACKETS AND VALID DATA BYTESSartre Satire LLC, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

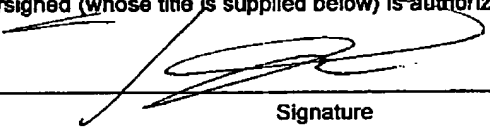
- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Andy P. ANNADURAI, Feng HAN, Mohammed RAHMAN, Chris TSU To: Syntera Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel 012962, Frame 0639, or for which a copy thereof is attached.
2. From: Syntera Corporation To: Skypoint Capital Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel 012582, Frame 0607, or for which a copy thereof is attached.
3. From: Syntera Corporation To: Skypoint Capital Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
4. From: Skypoint Capital Corporation To: Sartre Satire LLC  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.  
(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature  
Patrick R. Jewik  
Reg No. 40,456  
\_\_\_\_\_  
Printed or Typed Name  
\_\_\_\_\_  
Attorney for Assignee  
\_\_\_\_\_  
Title

November 18, 2005

Date

(415) 576-0200

Telephone Number

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CANADA

PROVINCE OF ONTARIO

TO WIT:

I, Lawrence Weinstein, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Ottawa in the said Province DO HEREBY CERTIFY that the paper writing hereto annexed, the first page of which is stamped with an impression of my seal, is a true and correct photostatic copy of a document produced and shown to me out of custody of LaBarge Weinstein LLP, Ottawa, Ontario and purporting to be the original signature of Andrew Katz of Skypoint and a facsimile copy of the signature of Andy Andurai on the Notice of Proposal to Accept Collateral in Partial Satisfaction of Debt dated December 3, 2002 and made between Skypoint Venture Partnership No. 1 (as Collateral Agent) and SynTera Corporation (the "Debtor"), the said photostatic copy having been compared by me with the said original document, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

DATED at Ottawa, this 30<sup>th</sup> day of March, 2005.

  
A Notary Public in and for the  
Province of Ontario



COPY

December 3, 2002

Via Facsimile and First Class Mail

SynTera Corporation  
1381 McCarthy Boulevard  
Milpitas, CA 95035  
Facsimile Number: (408) 955-1001

Richard D. Edwards, Esq.  
Wilson, Sonsoni, Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304  
Facsimile Number: (650) 493-6811

Re: Notice of Proposal to Accept Collateral in Partial Satisfaction of Debt

Dear Sirs:

Pursuant to that certain Security Agreement dated as of April 11, 2002 (the "Security Agreement"), SynTera Corporation (the "Debtor") granted Skypoint Venture Partnership No. 1, in its capacity as Collateral Agent (the "Collateral Agent") for the holders of those secured convertible promissory notes issued pursuant to that certain Note Purchase Agreement dated as of April 26, 2002 (the "Notes"), a security interest in substantially all of Debtor's tangible and intangible property (the "Collateral") to secure the Debtor's payment obligations under the Notes. An Event of Default has occurred under the Notes and the Security Agreement and the Collateral Agent is entitled to exercise all of its rights and remedies under the Security Agreement and applicable law with respect to the Collateral.

Section 9620 of the California Uniform Commercial Code provides that a secured party may accept title to and ownership of collateral in full or partial of the secured obligation. Collateral Agent hereby proposes and elects to accept those items of Collateral listed on Attachment 1 and Attachment 1-A hereto in full satisfaction of the \$1,500,000 in unpaid principal together with all accrued and unpaid interest and other charges due under the Notes.

Skypoint Capital  
Corporation

555 Legget Drive  
Kamata, Ontario  
Tower B, Suite 330  
Canada K2K 2X3

Phone: (613) 271-1500  
Fax: (613) 271-1505

www.skypointcorp.com

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The Collateral Agent requests that the Debtor consent to its acceptance of the Collateral listed on Attachments 1 and 1-A in full satisfaction of the principal and other amounts due under the Notes and the Security Agreement by executing and returning a copy of this letter as provided below.

Very truly yours,

Skypoint Venture Partnership No. 1,  
as Collateral Agent

By: Andrew Katz

Name: Andrew M. Katz

Title: President

SynTera Corporation hereby consents to the acceptance of the Collateral listed in Attachments 1 and 1-A by Skypoint Venture Partnership No. 1 as Collateral Agent in full satisfaction of the principal and other amounts owing under the Notes and the Security Agreement and hereby irrevocably waives any right to require the Collateral Agent to dispose of such Collateral by private or public sale. SynTera Corporation hereby acknowledges and agrees that Skypoint Venture Partnership No. 1 has full and immediate authority to transfer all of SynTera Corporation's right, title, and interest in such Collateral by bill of sale or other instrument. SynTera Corporation agrees to execute any instruments and bills of sale reasonably requested by Skypoint Venture Partnership No. 1 to confirm the transfer of ownership and title to all or part of the Collateral.

SynTera Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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SKYPOINT CAPITAL

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12/17/2002 15:26 613-271-1885

SKYPOINT CAPITAL

PAGE 03

The Collateral Agent requests that the Debtor consent to its acceptance of the Collateral listed on Attachments I and I-A in full satisfaction of the principal and other amounts due under the Notes and the Security Agreement by executing and returning a copy of this letter as provided below.

Very truly yours,

SkyPoint Venture Partnership No. 1,  
as Collateral Agent

By: [Signature]  
Name: Andrew M. East  
Title: President

SynTera Corporation hereby consents to the acceptance of the Collateral listed in Attachments I and I-A by SkyPoint Venture Partnership No. 1 as Collateral Agent in full satisfaction of the principal and other amounts owing under the Notes and the Security Agreement and hereby irrevocably waives any right to require the Collateral Agent to dispose of such Collateral by private or public sale. SynTera Corporation hereby acknowledges and agrees that SkyPoint Venture Partnership No. 1 has full and immediate authority to transfer all of SynTera Corporation's right, title, and interest in such Collateral by bill of sale or other instrument. SynTera Corporation agrees to execute any instruments and bills of sale reasonably requested by SkyPoint Venture Partnership No. 1 to confirm the transfer of ownership and title to all or part of the Collateral.

SynTera Corporation

By: [Signature]  
Name: Andy Edwards  
Title: President CEO

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**SCHEDULE A  
TO SECURITY AGREEMENT  
COPYRIGHTS**

**Description**  
No registered copyrights

**Registration Date**

**PATENTS**

**Title**  
None

**Registration Date**

**PATENT APPLICATIONS**

**Title**  
Method and Circuit for Processing Data in  
Communication Networks (A1/A2)  
Circuit and Method for Processing Communication  
Packets and Yield Data Bytes (add bytes)  
Method and Circuit for De-Multiplexing Data in a  
Communication System (ip4 devices)  
A Hardware Implementation of CRC-32 Calculation in a  
128 Bit Wide Data Bus (CRC32)

**Application Date**  
02/04/2002

**Application Date**  
02/27/2002

**Application Date**  
01/19/2002

**TRADEMARKS**

**Mark**  
No registered trademarks

**Registration Date**

**TRADEMARK APPLICATIONS**

**Mark**  
None

**Application Date**

**MASK WORKS**

**Description**  
None

**Registration Date**

**ADDITIONAL SPECIFIED ASSETS**

See Attachment 1-A

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## Attachment 1-A

## Additional Intellectual Property

Number	Description
Box #1	SONIC I & II Eval board and accessories
Box #2	SONIC I & II rev A and rev B chips and Transponder
Box #3	Backup tapes upto 06/30/02

## Files in the tapes:

Tape	OS	Server	Contents
1.	Linux	Leviathan	/data0 contains project directories
2.	Linux	Leviathan	/data2/home; /data2/saved
3.	Linux	Leviathan	/data2/users; /data1
4.	Linux	Zinfandel	/data3/backup
5.	Linux	Zinfandel	/data3/archive; /data3/tapeout
6.	Solaris	Cabernet	/syn
7.	Solaris	Merlot	/layout

Exhibit B

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# ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Skypoint Telecom Fund having offices at 555 Legget Drive, Tower B, Suite 830, Kanata, Ontario K2K 2X3, Canada, ("Assignor"), does hereby sell, assign, transfer and convey unto Sartre Satire LLC, a Delaware limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 USA ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
10/067465	U.S.A.	02/04/02	Method & Circuit for Processing Data in Communication Networks; Annadurai, Andy P.; Tsu, Chris; Han, Feng
09/988896	U.S.A.	11/19/01	Method & Circuit of Deskewing Data in a Communication System; Annadurai, Andy P.; Han, Feng; Rahman, Mohammed; Tsu, Chris
10/087228	U.S.A.	02/27/02	Circuit & Method for Processing Communication Packets & Valid Data Bytes; Annadurai, Andy P.; Han, Feng; Rahman, Mohammed; Tsu, Chris
10/113469	U.S.A.	03/28/02	Hardware-Efficient CRC Generator for High Speed Communication Networks; Annadurai, Andy P.; Tsu, Chris; Han, Feng; Li, Hon-Ming

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary

Document Id: Syntera-Skypoint April 12-043

COPY

to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing; provided that such indemnity shall not apply to the Assignor in the event of any assignment of this Agreement.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at

on

29 May 2005

City of Ottawa

Sworn before me at the City of Ottawa,  
Province of Ontario, Country of Canada  
this 24<sup>th</sup> day of May, 2005.

Notary Public

(place stamp)

ASSIGNOR, SKYPOINT TELECOM  
FUND by its General Partner Skypoint Venture Partnership #1 LP by its General Partner Skypoint Capital Corporation

BY:

NAME: Leo Lax

TITLE: CEO, Skypoint Capital Corporation